

**ORIGINAL**

## NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of Ankeny, Iowa.

Date of Meeting: February 5, 2007.

Time of Meeting: 5:30 o'clock P.M.

Place of Meeting: Council Chambers, City Hall, 410 West First Street,  
Ankeny, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for said meeting is as follows:

## Construction of the Prairie Trail Trunk Sewer Relocation

**RES. #2007-045** · Resolution approving construction contract and bond.

Such additional matters as are set forth on the additional 8 page(s) attached hereto.  
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of said governmental body.

Letra M. Arend

Deputy City Clerk, Ankeny, Iowa



**ANKENY CITY COUNCIL**

**FINAL AGENDA - REGULAR MEETING**

**MONDAY, FEBRUARY 5, 2007**

**5:30 P.M.**

**ANKENY CITY HALL - CITY COUNCIL CHAMBERS**

**410 W. FIRST STREET  
ANKENY, IOWA**

**Steven D. Van Oort, Mayor  
Craig Block, Mayor Pro Tem**

**Dave Kissinger, Council Member  
Tom Strait, Council Member**

**Gary Lorenz, Council Member  
Gary Welch, Council Member**

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Council's regular meetings are the first and third Mondays of each month at 5:30 p.m., unless the Monday is a holiday in which case the meetings are held the following Tuesday. The Council also conducts work sessions at 5:00 p.m. on the second and fourth Monday of the month. The Mayor may call special meetings provided that the public is given 24-hour notice. All Council meetings are open to the public, except for the properly called executive sessions. The meetings are held in the Council Chambers, City Hall, 410 West First Street, Ankeny, Iowa.

No qualified individuals with a disability will be excluded on the basis of a disability from participation in meetings, hearings, programs, activities or services conducted by the City of Ankeny. Assistive Listening Devices (ALD) are available for persons with impaired hearing and can be scheduled for this meeting. The City will also endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting.

Qualified sign language interpreters for persons with speech or hearing impairments.

Qualified bilingual interpreters. To request information in an alternative format or request an accommodation to participate in a City Council meeting, contact the Office of the City Clerk at 965-6405.

Anyone seeking assistance in communicating with the City should contact Relay Iowa at 1-800-735-2942 (TDY), or 1-800-735-2943 (Voice).

**PROCEDURAL ACTIONS:**

**CALL TO ORDER**

**Steven D. Van Oort, Mayor**

**ROLL CALL**

**Deb Arend, Deputy City Clerk**

**PLEDGE OF ALLEGIANCE**

**Steven D. Van Oort, Mayor**

**CEREMONY:**

**A. PUBLIC FORUM**

**Citizen Open Forum**

**B. APPROVAL OF AGENDA**

***ACTION #1.*** Consider MOTION to approve and accept the February 5, 2007 agenda, without amendment.

**C. PUBLIC HEARING(S):**

- **PH 2007-02:** Proposed Prairie Trail Trunk Sewer Relocation Project

***ACTION #2.*** Consider MOTION to close PH 2007-02.

Further consideration and action will take place on this proposed project under “**New Business**”, Agenda Item “**K**”.

- **PH 2007-03:** Proposed rezoning for certain property owned by DRA Properties, LC, Des Moines Area Community College and the City of Ankeny

***ACTION #3.*** Consider MOTION to close PH 2007-03.

Further consideration and action will take place on this proposed rezoning under “**Legislative Business**”, Agenda Item “**I**”.

**D. REPORTS OF ADVISORY BOARDS AND COMMISSION:**

Plan & Zoning Commission Representative: Jean Austen

**E. REPORT OF LOBBYIST:** none

**F. APPROVAL OF CONSENT AGENDA:**

- **Minutes**

CA-1 Approval of official council actions of the regular meeting of January 15, 2007 as published, subject to corrections, as recommended by the City Clerk.

CA-2 Approval of official council actions of the special meeting of January 22, 2007 as published, subject to corrections, as recommended by the City Clerk.

CA-3 Receive and file minutes of the Plan & Zoning Commission meeting of January 16, 2006, subject to corrections, as recommended by the recording secretary.

CA-4 Receive and file minutes of the Civil Service Commission of January 16, 2006, subject to corrections, as recommended by the Clerk for Civil Service Commission.

- **Licenses and Permits:** none

- **Finance/Budget**

CA-5 Consider motion to approve Payment #6 in the amount of \$9,260.86 to Paul Miller Design, Inc., for the Otter Creek Golf Course redevelopment.

- CA-6 Consider motion to approve Payment #12 in the amount of \$122.43 to Wells + Associates, P.C., for design services for the City Hall Expansion Project.
- CA-7 Consider motion to approve Payment #21 in the amount of \$4,516.71 to Calhoun Burns for engineering services for the NE 47<sup>th</sup> Street Bridge Project.
- CA-8 Consider motion to approve Payment #32 in the amount of \$45,301.08 to Howard R. Green Company for engineering services for the I-35 & NE 36<sup>th</sup> Street and I-35 and E. First Street IJR and NEPA Project.
- CA-9 Consider motion to approve Payment #1 in the amount of \$2,967.50 to Howard R. Green Company for engineering services for the I-35 & NE 36<sup>th</sup> Street Interchange Project - Preliminary Design.
- CA-10 Consider motion to approve Payment #7 in the amount of \$14,508.09 to Snyder & Associates, Inc., for engineering services for the NE 18<sup>th</sup> Street Bridge Project.
- CA-11 Consider motion to approve Payment #16 in the amount of \$78,486.10 to Snyder & Associates, Inc., for engineering services for the West First Street Extension Project.
- CA-12 Consider motion to approve Payment #2 in the amount of \$26,841.00 to Snyder & Associates, Inc., for engineering services for the NW Collector Street in Prairie Trail Project.
- CA-13 Consider motion to approve Payment #29 in the amount of \$1,780.00 to Snyder & Associates for engineering services for the E. 1<sup>st</sup> Street Widening – Trilein to Delaware Project.
- CA-14 Consider motion to approve Payment #3 in the amount of \$49,400.00 to Nilles Associates, Inc., for engineering services for the Saylor Creek Tributary & Town Center Park Prairie Trail Development Project.
- CA-15 Consider motion to approve Payment #1 in the amount of \$20,025.00 to Nilles Associates, Inc., for engineering services for the Police Station Utilities Project.
- CA-16 Consider motion to approve Payment #6 in the amount of \$3,842.51 to RDG Planning & Design for consulting services for the library space needs analysis project.
- CA-17 Consider motion to approve the February 5, 2007 Accounts Payable. (Finance Committee: T. Strait, Chp., G. Lorenz, D. Kissinger)

• **Personnel**

- CA-18 Consider motion to accept the individual certified eligible for promotion for the following position: Ryan Comer – Water Operator II in the Municipal Utilities Department.
- CA-19 Consider motion to adopt RESOLUTION 2007-024, amending the City of Ankeny Employee Handbook as it relates to hiring of relatives.

• **Community Development**

- CA-20 Consider motion to approve Deer Creek Preliminary Plat.
- CA-21 Consider motion to adopt RESOLUTION 2007-025, accepting final plat, deed to street and parkland, and performance bonds for paving, underground improvements, sidewalks and erosion control and authorize sidewalk and pavement oversizing cost participation reimbursement for Tradition Plat 1.
- CA-22 Consider motion to adopt RESOLUTION 2007-026, approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer and storm sewer in Tradition Plat 1.
- CA-23 Consider motion to adopt RESOLUTION 2007-027, approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Tradition Plat 1.
- CA-24 Consider motion to approve RESOLUTION 2007-028, setting a public hearing on the vacation of a public utility easement located on Lot 5, Metro North II Plat 2 and associated with Marriott Courtyard Hotel and Conference Center. (date of hrg: 02/19/07 - 5:30 p.m.)

• **Engineering**

- CA-25 Consider motion to adopt RESOLUTION 2007-029, accepting water main and sanitary sewer in Woodland Reserve Plat 3.
- CA-26 Consider motion to adopt RESOLUTION 2007-030, accepting water main and sanitary sewer in Woodland Reserve Plat 4.
- CA-27 Consider motion to adopt RESOLUTION 2007-031, accepting water main, sanitary sewer and storm sewer in Woodland Reserve Plat 5.
- CA-28 Consider motion to adopt RESOLUTION 2007-032, accepting street paving in Woodland Reserve Plat 5.
- CA-29 Consider motion to adopt RESOLUTION 2007-033, accepting water main, sanitary sewer and storm sewer in Hillside Estates Plat 1.
- CA-30 Consider motion to adopt RESOLUTION 2007-034, accepting street paving in Hillside Estates Plat 1.
- CA-31 Consider motion to adopt RESOLUTION 2007-035, accepting water main, sanitary sewer and storm sewer in Creekside Plat 5.
- CA-32 Consider motion to adopt RESOLUTION 2007-036, accepting street paving in Creekside Plat 5.

- CA-33 Consider motion to adopt RESOLUTION 2007-037, accepting water main and sanitary sewer in Clover Ridge West Plat 1.
- CA-34 Consider motion to adopt RESOLUTION 2007-038, accepting water main, sanitary sewer and storm sewer in Clover Ridge West Plat 2.
- CA-35 Consider motion to adopt RESOLUTION 2007-039, accepting street paving in Clover Ridge West Plat 2.
- CA-36 Consider motion to adopt RESOLUTION 2007-040, accepting water main and sanitary sewer in Signature Village Plat 1.

• **Administrative Items**

- CA-37 Consider motion to approve the Police Department's 2007 Iowa Governor's Traffic Safety Bureau Intoxicated Driver Prevention Program Grant application for a six-month program emphasizing overtime funds and equipment needs. (contract period: April 1, 2007 through September 30, 2007)
- CA-38 Consider motion to receive and file correspondence received from Mediacom dated January 29, 2007 with regard to rate adjustments effective March 2007.
- CA-39 Consider motion to adopt RESOLUTION 2007-041, an agreement between the City of Ankeny, Iowa and Iowa Heartland Resource Conservation and Development related to the Saylor Creek Watershed Improvement Project and authorize the Mayor to execute said agreement.
- CA-40 Consider motion to adopt RESOLUTION 2007-042, authorizing the execution of an agreement by the City of Ankeny, Iowa Police Department regarding the use of the Lied Center located in Ames, Iowa.

***ACTION #4.*** Consider MOTION to approve the recommendations for Consent Agenda Items CA-1 through CA-40.

**G. SUPPLEMENTAL & REMOVED CONSENT AGENDA ITEMS:**

***ACTION #5.*** Consider MOTION to approve the supplemental & removed consent agenda item CA-.

**H. RECESS: Steven D. Van Oort, Mayor**

**I. LEGISLATIVE BUSINESS:**

• **Approval of Ordinances**

1<sup>st</sup> Reading

**Ordinance 1570:** An ordinance amending the zoning regulations, Chapter 17, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain Real estate owned by DRA Properties LC, Des Moines Area Community College and the City of Ankeny. (PH 2007-03)

**ACTION #6.** Consider MOTION to accept first consideration of Ordinance 1570.

2<sup>nd</sup> Reading

**Ordinance 1569:** An ordinance amending the zoning regulations, Chapter 17, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by Liberty Homes and known as Miller's Pointe.

**ACTION #7.** Consider MOTION to accept second consideration of Ordinance 1569.

- **Boards/Commissions Appointments**

Library Board – 6 year term

Darlene Van Oort – NW 3<sup>rd</sup> Street

**ACTION #8.** Consider MOTION to accept Mayor's appointment of Darlene Van Oort to the Library Board, effective 2/1/2007 – 1/31/2013.

**J. OLD BUSINESS:** none

**K. NEW BUSINESS:**

- Proposed Prairie Trail Trunk Sewer Relocation Project (PH 2007-02)

**ACTION #9.** Consider MOTION to adopt RESOLUTION 2007-043, adopting plans, specifications, form of contract and estimate of cost (\$652,893.00) for the Prairie Trail Trunk Sewer Relocation Project.

**ACTION #10.** Consider MOTION to receive and file report of bids received on, January 30, 2007.

**ACTION #11.** Consider MOTION to adopt RESOLUTION 2007-044, making award of construction contract to McAninch Corporation of Des Moines, Iowa, in the amount of \$587,454.00 for the Prairie Trail Trunk Sewer Relocation Project.

**ACTION #12.** Consider MOTION to adopt RESOLUTION 2007-045, approving construction contract and bond with McAninch Corporation of Des Moines, Iowa, in the amount of \$587,454.00 for the Prairie Trail Trunk Sewer Relocation Project.

- NE 18<sup>th</sup> Street Bridge Project  
Supplemental Agreement No. 1 – Snyder & Associates, Inc., - Wetland Mitigation Services

**ACTION #13.** Consider MOTION to approve Supplemental Agreement No. 1 with Snyder & Associates, Inc., in an amount not to exceed \$16,500.00 for wetland mitigation and monitoring on the NE 18<sup>th</sup> Street Bridge Project and authorize Mayor to execute said agreement.

- West First Street Extension Project  
Initiate Proceedings

**ACTION #14.** Consider MOTION to adopt RESOLUTION 2007-046, ordering construction of certain public improvements and fixing a date for hearing thereon and taking of bids therefore. (date of bid-letting: 02/27/07 – 2:00 p.m./date of hearing: 03/05/07 – 5:30 p.m.)

- City Hall Expansion Project  
Final Acceptance – Munro Construction Co., Inc.

**ACTION #15.** Consider MOTION to accept the Certificate of Substantial Completion from Wells + Associates PC for the City Hall Expansion Project.

**ACTION #16.** Consider MOTION to adopt RESOLUTION 2007-047, accepting the City Hall Expansion Project with Munro Construction Co., Inc., in the final contract amount of \$290,157.00.

**ACTION #17.** Consider MOTION to authorize final payment to Munro Construction Co., Inc., in the amount of \$8,320.24 and release of retainage payment in the amount of \$14,507.92 in accordance with the terms of the contract.

**L. ADMINISTRATIVE BUSINESS:**

- REPORT OF THE CITY STAFF:

City Manager

City Attorney

- REPORT OF THE GOVERNING BODY:

Mayor

City Council Members:

*Council Member Kissinger*

*Council Member Welch*

*Council Member Block*

*Council Member Strait*

*Council Member Lorenz*



***Future Council Agenda Items:***

- ***Council Budget Retreat – February 9 & 10, 2007 – DMACC – Walnut Room***
- ***Council Action Planning Session — Park Facilities & Recreation Comprehensive Plan Update - 2/12/07 @ 5:00 p.m.***
- ***Public Hearing - Proposed 2007 Traffic Signalization @ NW 18<sup>th</sup> St., & NW Ash Dr. Project – date of hrg: 2-19-07 @ 5:30 p.m.***
- ***Public Hearing - Proposed 2007 Fire Hdq. Expansion Project - date of hrg: 2-19-07 @ 5:30 p.m.***
- ***Public Hearing - vacation of a public utility easement – associated w/ Marriott Courtyard Hotel – date of hrg: 2/19/07 @ 5:30 p.m.***
- ***Public Hearing – Proposed West First Street Extension Project – date of hrg: 03-05-07 @ 5:30 p.m.***

**M. ADJOURNMENT**

***ACTION #18. Consider MOTION to adjourn.***

**February 5, 2007**

The City Council of Ankeny, Iowa, met in **regular** session, in the Council Chambers, City Hall, 410 West 1st Street, Ankeny, Iowa, at **5:30** o'clock **P.M.**, on the above date. There were present Mayor **Steven D. Van Oort**, in the chair, and the following named Council Members:

**D. Kissinger, G. Welch, C. Block, T. Strait, and G. Lorenz**

Absent: **none**\_\_\_\_\_

\* \* \* \* \*

Council Member Kissinger introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND", and moved its adoption. Council Member Strait seconded the motion to adopt. The roll was called and the vote was,

AYES: Kissinger, Strait, Block, Lorenz & Welch

NAYS: none

Whereupon, the Mayor declared the following Resolution duly adopted:

**RES #2007-045**

RESOLUTION APPROVING CONSTRUCTION  
CONTRACT AND BOND

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY,  
IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as Prairie Trail Trunk Sewer Relocation, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: McAninch Corporation of Des Moines, Iowa

Date of contract: February 5, 2007

Bond surety: Travelers Casualty and Surety Company of America

Date of bond: February 5, 2007

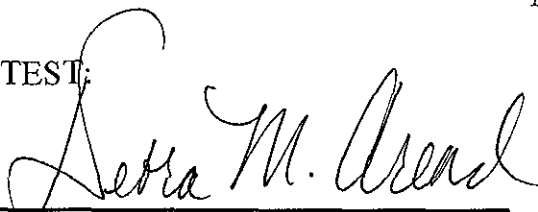
Portion of project: All Construction Work.

PASSED AND APPROVED, this 5<sup>th</sup> day of February, 2007.



Mayor

ATTEST:



Deputy City Clerk

CERTIFICATE

STATE OF IOWA            )  
                                  ) SS  
COUNTY OF POLK         )

I, the undersigned City Clerk of Ankeny, Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the Municipality showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Municipality hereto affixed this 5<sup>th</sup> day of February, 2007.

  
Deputy City Clerk, Ankeny, Iowa

SEAL

## CONTRACT

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of February, 2007 by and between the City of Ankeny, 410 West First Street, Ankeny, Iowa 50021, party of the first part, hereinafter referred to as the OWNER and McANINCH CORPORATION, party of the second part, hereinafter referred to as the CONTRACTOR.

WITNESSETH: THAT WHEREAS, the OWNER has heretofore caused to be prepared certain plans, specifications and proposal blanks, dated the 4<sup>th</sup> day of January, 2007, for Prairie Trail Trunk Sewer Relocation under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said plans, specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to do the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the OWNER hereby accepts the proposal of the CONTRACTOR for the work as follows:

Construct PRAIRIE TRAIL TRUNK SEWER RELOCATION including all labor and materials in accordance with Plans & Specifications complete for the following unit prices:

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	Traffic Control	LS	1	\$ <u>1,800.00</u>	\$ <u>1,800.00</u>
2.	Field Testing	LS	1	<u>7,000.00</u>	<u>7,000.00</u>
3.	24" Sanitary Sewer	LF	3,379	<u>106.00</u>	<u>358,174.00</u>
4.	24" Sanitary Sewer Tunneling with Casing Pipe	LF	398	<u>304.00</u>	<u>120,992.00</u>
5.	12" Sanitary Sewer	LF	41	<u>60.00</u>	<u>2,460.00</u>
6.	10" Sanitary Sewer	LF	6	<u>50.00</u>	<u>300.00</u>
7.	8" Sanitary Sewer	LF	6	<u>45.00</u>	<u>270.00</u>
8.	Type A Manhole, 48" Sanitary	LF	222	<u>160.00</u>	<u>35,520.00</u>
9.	Type A Manhole, 60" Sanitary	LF	16	<u>280.00</u>	<u>4,480.00</u>
10.	Type A Manhole, 72" Sanitary	LF	18	<u>325.00</u>	<u>5,850.00</u>

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
11.	Type I Manhole, 48" Sanitary	LF	12	\$ 310.00	\$ 3,720.00
12.	Type I Manhole, 60" Sanitary	LF	24	510.00	12,240.00
13.	Type I Manhole, 72" Sanitary	LF	15	410.00	6,150.00
14.	Temporary Seeding - Conventional Mulch	Acre	7	700.00	4,900.00
15.	Temporary Seeding - Hydraulic Mulch	Acre	1	1,800.00	1,800.00
16.	Seeding - Conventional Mulch	Acre	7	700.00	4,900.00
17.	Seeding - Hydraulic Mulch	Acre	1	1,800.00	1,800.00
18.	Silt Fence	LF	3,790	2.00	7,580.00
19.	Video Inspection	LF	3,759	2.00	7,518.00
Total Bid (Items 1. - 19.)				\$ 587,454.00	

2. That this CONTRACT consists of the following component parts which are made a part of this Agreement and CONTRACT as fully and absolutely as if they were set out in detail in this CONTRACT:

2.1 Contract Documents, including:

- 2.1.1 Notice of Hearing and Letting
- 2.1.2 Instructions to Bidders
- 2.1.3 Proposal
- 2.1.4 Bid Bond
- 2.1.5 Contract
- 2.1.6 Performance, Payment, and Maintenance Bond
- 2.1.7 Special Provisions
- 2.1.8 Plan Sheets
- 2.1.9 Numbered addenda listed to the foregoing.

2.2 This Instrument.

- 2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the CONTRACTOR in accordance with and subject to the provisions embodied in the documents made a part of this CONTRACT.

4. That this CONTRACT is executed in duplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

CONTRACTOR:

McANINCH CORPORATION

By Chad M. Pohlmeier

Chad M. Pohlmeier

Title Vice President

ATTEST:

Janice N. Hutchison

Janice N Hutchison

Title Project Coordinator

CITY OF ANKENY, IOWA

By Steve W. Whit  
Mayor

ATTEST:

Debra M. Arend  
Deputy City Clerk

Res. # 2007-045 dated 2/5/07



**PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, McANINCH CORPORATION, as Principal (hereinafter the "Contractor" or "Principal") and Travelers Casualty and Surety Company of America, as Surety are held and firmly bound unto the City of Ankeny, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of

Five Hundred Eighty-seven Thousand Four Hundred Fifty-four and 00/100 DOLLARS (\$587,454.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 5<sup>th</sup> day of February, 2007, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Furnish all labor, materials and equipment necessary for the installation of approximately 3,361 linear feet of 24-inch diameter sanitary sewer pipe in place, 398 linear feet of 24-inch sanitary sewer augered in place, excavation, backfill, connections to existing system, manholes and miscellaneous associated work, including cleanup.

And to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and

Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of:

Sanitary Sewer and Water Main – 3 years

from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work:

- B. To keep all work in continuous good repair; and
- C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract:
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 5th day of February, 2007.

**PRINCIPAL:**

McANINCH CORPORATION  
Contractor  
By: Chad M. Pohlmeier  
Signature  
Chad M. Pohlmeier, Vice President  
Title

**SURETY:**

Travelers Casualty and Surety Company of America  
Surety Company

By: Jay D. Freiermuth  
Signature Attorney-in-Fact/~~Officer~~

Jay D. Freiermuth  
Name of Attorney-in-Fact/~~Officer~~

Holmes Murphy & Associates, Inc.  
Company Name

P.O. Box 9207  
Company Address

Des Moines, IA 50306-9207  
City, State, Zip Code

515-223-6800  
Company Telephone Number

Note: All signatures on this performance, maintenance & payment bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 213751

Certificate No. 001158711

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Craig E. Hansen, Dianne S. Riley, Janet Alessio, Jay D. Freiermuth, Martha Lathrum, Brian M. Deimerly, Clifford W. Augspurger, Cindy Bennett, and Anne Crowner

of the City of West Des Moines, State of Iowa, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of January, 2006

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: \_\_\_\_\_

George W. Thompson, Senior Vice President

On this the 25th day of January, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
02/01/07PRODUCER  
Holmes Murphy & Assoc - WDM  
P.O. Box 9207  
Des Moines, IA 50306-9207

1-800-247-7756

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURERS AFFORDING COVERAGE**INSURED  
McAninch Corporation

6800 Lake Drive Ste 125

West Des Moines, IA 50266

INSURER A: Axis Surplus Insurance Company (CRC)

INSURER B: Zurich American Ins. Co.

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY	GLO3703188	04/01/06	04/01/07	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	BAP3703187	04/01/06	04/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	EAU720488	04/01/06	04/01/07	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC3703189	04/01/06	04/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 1,000,000
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Project: Prairie Trail Trunk Sewer Relocation.

**CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION**

City of Ankeny

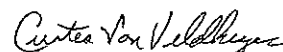
410 West First Street

Ankeny, IA 50021

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.